

Self-billing Procedures for timber sales contracts

Application

1. This is version 0.1 of these procedures and where they are referenced in version 0.1 of the terms and conditions of Forestry England's sales contracts for 'Forest Products' and for 'Standing Trees and Other Products to be Harvested', these procedures are incorporated into those terms and conditions.
2. These procedures apply to contracts for the sale by weight of Forest Products and Standing Trees and Other Products to be Harvested (such as biomass, fibre or residues) only where Forestry England has agreed in writing that you may submit Supplier's Invoices (Self-Billing) for the Products that You remove in accordance with the Contract.
3. Nothing in these procedures can or is intended to change or affect the provisions in the sales Contracts. These procedures set out, for the avoidance of doubt, how certain Contract provisions are to be implemented.
4. "You" (and other terms used in this document) are as defined herein or in the Contract.
5. The standard terms and conditions for timber sales contracts along with these procedures and other incorporated documents and information are held on Forestry England's Contract Documents Webpage at <https://www.forestryengland.uk/timber/contract-documents>

Contractual requirements

6. You must weigh the products in accordance with Forestry England's Weighing Procedures and send accurate data to Forestry England in accordance with the Contract and where required, using the data structure defined in the Electronic Forestry Industry Data Schema (EFIDS).
7. Supplier's Invoices are to be produced by You at the frequency agreed in writing and You must make correct payment for the Products at the Price and within the Contract terms. Forestry England may reasonably decide to stop any Supplier's Invoices arrangements with You at any time.
8. You are responsible for recording transactional data and adjusting and maintaining Your systems so that You can comply with the terms of the Contract and these Procedures.
9. You must comply with the Weighing Procedures and retain weighing documents and /or images and transactional data for a minimum of 12 months and produce these for Forestry England's inspection on demand.
10. Where a Price is revised under the Long-Term Contract (LTC) Pricing Procedures or revised for any other reason in accordance with the Contract, You must apply the revised Price within Your system (notwithstanding Point 14 below) to take effect from the point in time agreed with Forestry England in order to produce correct Supplier's Invoices for the Products You have removed before the Price revision point and also after the Price revision point.
11. Forestry England's Contract is with You and You are responsible for the actions, omissions and behaviours of those who carry out any aspect of Your work under the Contract, including but not limited to Your employees, contactors, subcontractors and hauliers, and the employees of any of them.

Data transfer and System maintenance

12. Forestry England may decide to accept You as a provider of Supplier's Invoices (Self-billing) at their sole discretion, and only if You have demonstrated that You can accurately transfer Weight Ticket Weight data and all associated transactional records to Forestry England electronically and You have agreed the means, format and frequency of those data transfers in writing (the "Protocol").
13. The data transfer must be via an unencrypted XML file of the data structured under the EFID schema (EFIDS), or an unprotected spreadsheet with the data structured as agreed with Forestry England. The electronic file must be sent to the server or email address that Forestry England notifies to you in writing.
14. You must maintain Your systems and You must correct Your data as notified by Forestry England in accordance with the Weighing Procedures, Dispatch Procedures and Long-Term Contract (LTC) Pricing Procedures so that You correctly pay for the Products under the terms of the Contract. Failure to meet the payment terms will be deemed to be an intent not to perform the Contract and will lead to Termination of the Contracts affected.

Data Management for Supplier's Invoices

15. The transactional data that You transfer must also include Your Supplier's Invoice data, and in each data transfer You must send to Forestry England an electronic image (in PDF format) of Your Supplier's Invoice associated with the data.
16. Where for any reason You cannot evidence the actual Weight Ticket Weight of any Load You must notify Forestry England who will then deem that Load to be an 'unweighed load' and manage it as such under the Weighing Procedures. You must within **3 Business Days** record a Weight Ticket Weight for that Load using the weight and where necessary, the Dispatch Reference Number (DRN), that Forestry England will Notify to You in writing. You will then prepare or update Your Supplier's Invoice using that notified weight. Forestry England may also charge You their costs under the Administration Costs Procedure for this intervention.
17. If under Point 10 an LTC Price revision has been agreed and it is further agreed that the Price revision is to be backdated, Forestry England will agree with You how that is to be implemented. You may provide a Supplier's Invoice for the total difference in value (debit or credit) associated with the quantity of Product removed in the backdating period provided that the quantity and value difference has been first agreed by Forestry England in writing.

Invoice corrections

18. Forestry England will process Your Supplier's Invoices to check they match the Contract records that were created when you removed the Products.
19. Where Your Supplier's Invoice does not match Forestry England's records, Forestry England will notify You of the mismatched data and You must act to update or correct Your data within **3 Business Days**.
20. Once any data has been corrected in Your systems, You must then correct the Supplier's Invoice. Unless alternative methods have been agreed in writing with Forestry England, You must:
 - 1) Submit a second Supplier's Invoice to Forestry England (along with a PDF image file) which reverses each mismatched transaction on the original Supplier's Invoice in the manner agreed with Forestry England and creates a matching credit.
 - 2) Submit a third Supplier's Invoice to Forestry England (along with a PDF image file) that contains the corrected or updated data to match Forestry England's records.
21. To avoid processing errors, You **MUST NOT** include reversal or correction data in the same Supplier's Invoice as the corrected data. They must be submitted as separate Supplier's Invoices that can be processed sequentially.

Suspension of Supply

22. If You do not meet the requirements set out in these Procedures and in the Protocol such that at any time Your Weight Ticket Weight data or Your Supplier's Invoice data cannot be properly reconciled in Forestry England's systems then the supply of, or Your removal of the Products will be suspended in accordance with the Contract until the outstanding corrections and updates have been made by You and re-submitted and reconciled in Forestry England's systems.
23. Point 22 will not apply where Forestry England's computer systems are not functioning such that the data and Supplier's Invoices correctly provided by You in accordance with these Procedures and the Protocol cannot be processed by Forestry England.

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